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LAW OFFICES OF
LOUIS E. GITOMER

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
LOU_GITOMER@VERIZON.NET

November 4, 2008

THE ADAMS BUILDING, SUITE 301
600 BALTIMORE AVENUE
TOWSON, MARYLAND 21204-4022
(202) 466-6532
FAX (410) 332-0885

Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
Washington, DC 20423

Dear Acting Secretary Quinlan:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Locomotive Lease Agreement, a secondary document, dated as of August 25, 2008. We request that this document be given the "A" suffix of the next available Recordation Number.

The names and addresses of the parties to the Memorandum of Locomotive Lease Agreement are:

Lessor:

Marchand Machinery Maintenance Co.-K
17877 Greenwell Springs Road
Greenwell Springs, LA 70739

Lessee:

Tube City-IMS, LLC
17877 Greenwell Springs Road
Greenwell Springs, LA 70739

A description of the equipment covered by the Memorandum of Locomotive Lease Agreement consists of one SW-1200 locomotive numbered NREX 3548, to be renumbered KMMX 130.

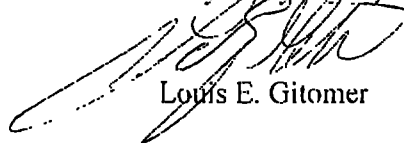
Honorable Anne K. Quinlan
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A fee of \$ 41.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer
Law Offices of Louis E. Gitomer
600 Baltimore Avenue, Suite 301
Towson, MD 21204
Lou_Gitomer@verizon.net

A short summary of the document to appear in the index follows: a Memorandum of Locomotive Lease Agreement between Marchand Machinery Maintenance Co.-K, 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, and Tube City-IMS, LLC, 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, covering one SW-1200 locomotive numbered NREX 3548, to be renumbered KMMX 130.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "L. Gitomer", is written over the typed name "Louis E. Gitomer".

Louis E. Gitomer

Enclosures

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT

dated as of August 25, 2008

between

MARCHAND MACHINERY MAINTENANCE CO.-K

as Lessor,

and

TUBE CITY-IMS, LLC

as Lessee.

MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT

THIS MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT is made and entered into as of August 25, 2008, by and between MARCHAND MACHINERY MAINTENANCE CO.-K ("Lessor"), 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, and TUBE CITY-IMS, LLC ("Lessee"), 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, with reference to the following:

1. Lessor has agreed to purchase and lease to Lessee, and Lessee has agreed to lease from Lessor, one SW-1200 locomotive numbered NREX 3548, to be renumbered KMMX 130 (the "Locomotive").
2. The lease of the Locomotive shall be effective as of the date first set forth hereinabove and shall be subject to the lease term as described in the lease agreement between Lessor and Lessee.
3. This Memorandum of Locomotive Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Locomotive Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Locomotive Lease Agreement to be executed as of the date first above written.

MARCHAND MACHINERY MAINTENANCE
CO.-K

By: Allen Keith Marchand
Name: Allen Keith Marchand
Title: President

TUBE CITY-IMS, LLC

By: _____
Name: _____
Title: _____

MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT

THIS MEMORANDUM OF LOCOMOTIVE LEASE AGREEMENT is made and entered into as of August 25, 2008, by and between MARCHAND MACHINERY MAINTENANCE CO.-K ("Lessor"), 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, and TUBE CITY-IMS, LLC ("Lessee"), 17877 Greenwell Springs Road, Greenwell Springs, LA 70739, with reference to the following:

1. Lessor has agreed to purchase and lease to Lessee, and Lessee has agreed to lease from Lessor, one SW-1200 locomotive numbered NREX 3548, to be renumbered KMMX 130 (the "Locomotive").
2. The lease of the Locomotive shall be effective as of the date first set forth hereinabove and shall be subject to the lease term as described in the lease agreement between Lessor and Lessee.
3. This Memorandum of Locomotive Lease Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Locomotive Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Locomotive Lease Agreement to be executed as of the date first above written.

MARCHAND MACHINERY MAINTENANCE
CO.-K

By: _____
Name: _____
Title: _____

TUBE CITY-IMS, LLC

By: *[Signature]*
Name: Tube City-IMS, LLC
Title: General Manager

STATE OF LOUISIANA

)

) ss.

COUNTY OF EAST BATON ROUGE

)

On this 28th day of October 2008, before me, Bridget B. Denicola undersigned Notary Public, personally appeared Allen Keith Mardian personally known to me to be the person who executed the within instrument as President on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

[Seal]

Bridget B. Denicola
Notary Public

My commission expires:

at death

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY)

) ss.

On this 21 day of October 2008, before me, Karen A. Zaluski, the undersigned Notary Public, personally appeared John D. Peters personally known to me to be the person who executed the within instrument as John D. Peters on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

[Seal]

Karen A. Zaluski
Notary Public

My commission expires: January 31, 2009

